

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSAL (RFP) SPECIFICATION NO. 02-146**

The City of Lincoln and Lancaster County, here and after referred to as "Owner" intends to enter into a contract and invites you to submit a sealed proposal for:

### **COST-PER-COPY SERVICES**

#### **MEETING OR EXCEEDING CITY OF LINCOLN AND LANCASTER COUNTY (Owner) SPECIFICATIONS**

Sealed proposals will be received by City of Lincoln/Lancaster County (Owner), Nebraska on or before **12:00 noon Central Time, Wednesday, August 21, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be opened and only the names of the Proposers will be read in the Conference/Bid Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for offers to arrive in the Purchasing Division, prior to the time and date specified above.

**CITY OF LINCOLN AND LANCASTER COUNTY**  
**Request For Proposal**

**for**

**COST PER COPY SERVICES**

The following sections of this Request for Proposal (RFP), are being provided as an aid to insure that your proposal response is complete.

**PAGE NO.    DESCRIPTION**

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19 - 22	SECTION II - Equipment Specifications For Cost Per Copy Services
23 - 25	Pricing Schedule (to be returned w/offer)
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**ATTACHMENTS (for informational purposes only)**

#1	Average Monthly Usage Chart
#2	Sample Contract
#3	Insurance Provisions (required with all Owner contracts)

# INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN AND LANCASTER COUNTY ("OWNERS"), NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit ten (10) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initiated by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the sealed envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owner harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer

is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations / changes to Specification Documents made in any other manner, will not be binding on the Owner; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 FEES WILL BE a consideration in ranking the interested firms in accordance with the evaluation criteria.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owner has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owner, and deemed will best serve their requirements.
- 8.7 The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

## **9. TERMINATION/ASSIGNMENT**

- 9.1 The Owner may terminate the Contract if the Contractor:
  1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owner shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract

shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 9.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owner may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owner Board of Commissioners.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the Owner, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the Owner or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the Owner within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SUPPLEMENTAL INSTRUCTIONS**  
CITY OF LINCOLN AND LANCASTER COUNTY ("OWNERS"), NEBRASKA  
PURCHASING DIVISION

**1. QUESTIONS** - All questions concerning this request are to be directed to:

Kathy A. Smith, Assistant Purchasing Agent  
City/County Purchasing Division  
"K" Street Complex (SW Wing)  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

Phone: 402-441-8309  
Fax: 402-441-6513  
Email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)

**2. ADDENDUM ISSUANCE** - To allow adequate time for addendum response, requests for interpretation and/or additional information must be received by ***no later than ten (10) calendar days prior to the project opening deadline.***

2.1 Any and all interpretations and/or additional information will be in the form of written addenda to the specifications, which if issued, will be mailed or faxed to all prospective proposers.

2.2 Failure of any proposer to receive any such addenda shall not relieve the proposer from any obligations specified in the specifications.

2.2.1 All addenda issued on the project will be available for downloading off the City/County Purchasing Division web site, listed under "City Finance Department", "Purchasing Division", "Bidding Opportunities", "2002" listed by specification number.

<http://www.ci.lincoln.ne.us/city/finance/purch/index.htm>

2.3 All written addenda shall become a part of the final specification and contract document.

**3. OWNER INCLUSION** - It is understood and agreed by submitting your offer, that the "Owner/s" shall be the City of Lincoln and Lancaster County.

3.1 Where ever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing both entities.

**4. PROPOSER RESPONSIBILITY** - The Proposer is solely responsible for providing their current, correct address and fax number for any response to inquiries.

4.1 The Owners are not responsible for lost or undeliverable responses and or mail returns that are addresses per Proposer's information provided.

**5. EXCEPTIONS** - Any and all exceptions with respect to the specifications, technical criteria, data requirements, terms and conditions, delivery schedules, or the use of technical data submitted **must** be specified in writing as part of the required proposal response.

5.1 Specific reference must be made to the paragraph number or other identifying criteria with respect to any exceptions proposed.

5.2 Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the Owners, and any resulting award will be issued on the basis that no exceptions exist and the Proposer will be held responsible for compliance to the detail of all specification conditions.

5.2.1 The Owners reserve the right to analyze exceptions in detail and be the sole determining party of acceptance or denial.

**6. CONFIDENTIALITY** - All pricing regarding this Request for Proposal (RFP) is public information.

6.1 All material submitted in response to this RFP, with the exception of any materials that both the Proposer and the Owners deem as confidential, will become the property of the Owners.

6.1.1 The Owners may keep trade secrets, financial information, and other proprietary or commercial information which if released would give advantage to business competitors, and serve no public purpose.

6.1.2 Confidential material will be returned to the Proposer only upon request after analysis and award recommendation has been made by the Owner.

6.1.3 Any/all confidential material, which the Proposer expects the Owners to treat as confidential must be bound separately and clearly marked as "Confidential" by the Proposer.

**7. FISCAL FUNDING OUT** - Notwithstanding and foregoing, if the governing body(s) appropriating funds, do not allocate sufficient funds to allow for periodic payments for any future fiscal period, the Owners will not be obligated to pay the net contract time balance remaining beyond the then Current Fiscal Period.

**8. BUILDING RULES AND REGULATIONS** - Employees of the Proposer and any Subcontractors shall comply with all instructions, pertaining to conduct and building regulations issued by representatives of the Owners.

8.1 The Owners reserve the right to request removal or replacement of any employee at any time, for any reason.

**9. NO SMOKING** - All buildings owned and/or occupied by the Owners are tobacco-free.

9.1 The Proposer will be expected to respect and comply with this tobacco-free policy.

**10. EVALUATION PROCESS** - Proposals will be evaluated and awarded in compliance with the Owner's RFP Analysis Policy.

10.1 Evaluation and selection of the Successful Proposer will be accomplished by a committee comprised of Owner's employees, chaired by the City/County Purchasing Division.

10.2 The award of a contract to be made to the most responsive proposer, taking into consideration the best interests of the Owners, the quality of performance of any articles or services to be provided, there conformity with specifications, the purpose for which required, design, the time of delivery and performance, the results of the rankings of your proposal by the committee, along with reference checks and/or input from known customers (either past or present), and any other information the Owners may deem appropriate.

10.2.1 This process shall also include, but not be limited to, the following criteria in determination of the successful proposer:

1. Pricing - including all options both short and long term
2. Value Added Services
3. Variety of equipment
4. Financial stability and company
5. Proposed implementation and operating plan

10.3 Once the proposals are ranked and the most responsive, responsible proposer(s) are determined, the Owners may conduct further negotiations, and/or request presentations and demonstrations to assist in the clarification of contract terms and conditions.

**11. NON EXCLUSIVE RELATIONSHIP** - The Successful Contractor shall not necessarily be the sole contractor for the purpose of providing services and material necessary to meet all the needs of the Owners.

- 11.1 Presently we have at least three (3) separately leased photocopy machines due to their unique funding sources.
- 11.2 The Owners hereby expressly reserve the right, in their sole discretion, to enter into agreements with or purchase similar services from one or more providers.
- 11.2 In case of an emergency and under certain circumstances, after the Owners have contacted the Successful Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

**12. CONTRACT PARTICIPATION** - Other governmental agencies, political subdivision, or consortia may request to participate in any program developed and implemented as a result of this solicitation.

- 12.1 Should the Successful Contractor choose to offer participation to other like entities, those choosing to participate in any resultant contract shall negotiate separately with the Successful Contractor regarding any and all of the herein contained terms and conditions.
- 12.2 In addition, this contract may be extended to any entity in which the City of Lincoln or Lancaster County provides the majority of the funding.
- 12.3 Under no circumstances shall the Owners be contractually obligated or liable for any purchase of another institution, political subdivision or state agency.

**13. PERFORMANCE RETAINER REQUIREMENT** - Upon award of the contract, the successful proposer will be required to provide performance security deposit of \$25,000 (twenty-five thousand dollars) and shall be in force for at least the first twelve months of the contract (owner may release this requirement after this period).

- 13.1 The security deposit, as a guarantee of good faith performance, shall be in the form of a certified check, cashier's check, performance bond or interest bearing security instrument listing the City and County as beneficiaries payable upon default of the contract.
- 13.2 The purpose of this performance security is to protect the Owner's in the event of default on one or more of the contract terms by the chosen firm.
- 13.3 The security amount shall be sufficient to reimburse the Owners for the process and implementation costs including anticipated business risk under the contract, and includes provisions for both the time and expense which would be incurred by Owners in obtaining an alternate provider in the event of contractual default.

13.4 The amount of the security does not include punitive damages and does not prevent the Owners from exercising other remedies available, in whole or in part, under current Local, State and Federal laws, in the event of contractual default.

**14. CONTRACT AND INSURANCE** - A sample of the contract document (**see Attachment #2**) is included herein, and shall be executed by the successful Proposer and its insurer within fourteen (14) days upon notice of award of contract.

14.1 **Contractor's Certificate of Insurance** - successful Bidders will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file in the Purchasing Department prior to any commencement of work. It is absolutely necessary that "**The City of Lincoln and Lancaster County are named as an additional insured with regard to the project**" be added to the face of the certificate for all coverage except worker's compensation (**see Attachment #3**).

# SECTION 1 - PROGRAM SPECIFICATIONS

## FOR COST-PER-COPY SERVICES

- 1 **PURPOSE.** The purpose of this Request for Proposal (RFP) is to provide prospective vendor, here and after referred to as "Proposer/s", with information to enable them to prepare and submit a proposal (Offer) for providing a cost-per-copy program to meet the needs of the City of Lincoln and Lancaster County, here and after referred to as "Owner/s".
  
- 2 **BACKGROUND.** In January of 1997 the Owners established a cost-per-copy photocopy program to manage twenty-one (21) centrally managed copiers utilized by multiple end user departments/divisions and agencies.
  - 2.1 Over the past five year contract the program has grown to include over 95 - 98% of the copier needs of the Owners.
    - 2.1.1 As old leases expired and equipment needed replacement, end users were encouraged to take part in the program to save on capital equipment outlay.
    - 2.1.2 **We currently have one hundred twenty-six copiers (126) on the program.**
  - 2.2 The mechanics of the current program include a flat cost-per-copy charge for all equipment and services provided by the Contractor billing monthly as one invoice to the City/County Purchasing Division.
    - 2.2.1 The Purchasing Division then, bills back the individual user for the copies made on a set cost-per-copy basis (included in the cost-per-copy charge billed by Purchasing to the department, division and/or agency is the cost of the equipment, maintenance, all supplies including staples, paper and cost to administrate the program - paper provided by Owner).
    - 2.2.2 The contracted cost-per-copy for the approved categories is the only allowable charge to the Owners. NO ADDITIONAL FEES and/or charges are allowed/paid on the contract.
  
- 3 **SCOPE OF WORK.** The cost per copy program should include the cost of equipment, maintenance and all operating supplies (i.e., all toner, developer, fuser oil, staples, connectivity equipment and software, etc., with the only exception to be paper).
  - 3.1 The following are annual billable impressions offered as a non-binding estimate:
    - 3.1.1 September 1, 2000 to August 31, 2001: **9,261,220 (12 month actual)**
    - 3.1.2 September 1, 2001 to May 31, 2002: **8,840,690 ( 9 month actual)**  
**(see Attachment 1 - Two Year Volume History)**

3.2 The successful contractor will be required to submit a single monthly invoice to the City/County Purchasing Division including all machines listed individually on the program, the number of copies made, the unit price billed all sorted by machine number and individual location.

3.2 The Owners desire this billing to be generated from a local billing center (within 60 miles of Lincoln) and will require the contractor to list a contact for all billing related questions, problems and/or concerns.

3.3 All copiers placed on the program shall be digital and not more than one year old and in current production by the manufacturer.

3.3.1 The successful contractor shall have the capability of providing the Owners with network connection of copier/printer devices using the same digital copiers provided on the program.

3.4 The cost per copy price offered shall include all costs associated with the administration of the service, including, but not limited to all copiers, delivery, installation, training, dedicated technicians(s), all supplies needed to operate the copiers including staples (paper is the only exception), delivery of supplies and removal of the equipment upon termination of the contract and/or authorized moves during the program.

3.4 The Owners desire supplies and repair parts to be warehoused and distributed from a local center (within 60 miles of Lincoln) and will require the contractor to list a contact for all service/supply related questions, problems and/or concerns.

3.5 A two (2) tier pricing structure may be offered if price per copy varies when copier is connected to Owner's network.

3.6 Volume incentives may be offered in the form of a reduced cost per copy charge based on defined volume levels (this price may also be offered in a two tier pricing structure).

3.7 All alternate offers will be considered and compared by the Owner's evaluation committee against specified pricing structure.

3.7.1 Owners shall be the sole authority in determining the value of any and all offers submitted including all alternate price structures offered.

4. **TERM OF THE CONTRACT -** The contract, if any issued, shall be for a three-year (3 yr.) period commencing on or about **January 1, 2003 through December 31, 2005.**

4.1 The contract shall include an option to renew annually for three (3) each additional one (1) year periods with mutual consent.

## **5. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**

- 5.1 The quantities specified in this request are estimates only, and are given for information and for the purpose of proposal evaluation.
  - 5.1.1 They do not indicate the actual number of copies which will be made, since such volume will depend upon requirements which may develop during the contract period.
  - 5.1.2 The Owners reserve the right to order quantities different from those specified in the proposal.
- 5.2 The Owners shall make every effort to ensure that the placement of copiers, by volume classification, are directly related to the estimated average monthly volume of copies produced at a given copier location.
  - 5.2.1 After the transition period; if there is overuse/underuse for three consecutive months at any location, the Contractor may recommend in writing to replace with a correct volume machine.
  - 5.2.2 The Owners shall be the sole judge of the final decision as to whether the volume classification of a given machine is appropriate for its site placement.

## **6. EQUIPMENT ADDITIONS/DELETIONS AND CHANGES**

- 6.1 The successful Contractor(s) shall be required to provide upgrading, downgrading and replacement of equipment as is necessary and/or the installation of additional equipment, which may be required during the terms of the contract.
  - 6.1.1 All equipment and accessory additions shall have the same duration with the same conclusion date as the balance of the contract.
- 6.2 During the term of a contract resulting from this RFP, the contractor and the Owners recognizes that existing photocopier models will be phased out and new models and/or technology will be manufactured and introduced.
  - 6.2.1 The Owners expect to receive the benefits from photocopiers that incorporate the advantages of the latest models/technology. Therefore, it will be the Contractor's responsibility to:
    - 6.2.1.1 Inform the Owners at least ninety (90) calendar days in advance about products by segment, which will be phased out, and a new product will be introduced.
    - 6.2.1.2 Make recommendations to the Owners as to which new replacement models should be offered.

- 6.2.1.3 Any replacement model must meet and/or exceed the minimum equipment specifications by segment as specified herein.
- 6.3 Delivery of additional equipment and/or accessories shall be made within two weeks of order placement.
  - 6.3.1 Reasons for any delivery taking in excess of two weeks must be submitted to the Purchasing Agent, in writing within the first week of the two week time frame.

## **7. CONTRACTOR QUALIFICATIONS**

- 7.1 At the time of award and throughout the contract period Contractor must be a factory authorized distributor or an authorized dealership with factory trained service technicians, fully qualified to service all of the installed machines with genuine factory parts.
- 7.2 Proposer must include with the response, a certification from the manufacturer, executed by a corporate officer, stating that the Proposer is an authorized representative for the manufacturer.
  - 7.2.1 This evidence shall be in the form of a letter on manufacturer' letterhead listing length of dealers affiliation with manufacturer and any qualifying terms of the relationship.
  - 7.2.2 Manufacturer shall guarantee the availability of all components and parts for the contract period.
  - 7.2.3 Manufacturer shall guarantee a continuance of maintenance by the manufacturer or authorized representative in the event that a chosen distributor of product/equipment is deemed incapable of providing such maintenance.
  - 7.2.4 Where Proposers are offering multiple brands or represent more than one manufacturer, the Owners require a statement from each respective Manufacturer outlining the support that they will provide the Proposer.

## **8. RESPONSIBILITY AND TASKS**

- 8.1 The Contractor shall hold title to all equipment and accessories provided under this contract and is responsible for any/all taxes (including personal property).
- 8.2 Even though the copiers and accessories will be installed on Owner's premises, the Owners shall be relieved from risk of loss or damage during the period of transportation, installation and during the entire time the equipment is in the

possession of the Owner (except when loss or damage is due to fault or negligence by the Owner). If damage or loss occurs to the installed equipment caused by negligence or willful act by the Owners, reimbursement will be made as follows:

- 8.2.1 The contractor shall submit an invoice and a written damage or loss evaluation/claim to the City/County Purchasing Department.
  - 8.2.2 If the damaged equipment can be repaired, the contractor will invoice the Owners at the contractors lowest current price rates for parts and labor.
  - 8.2.3 If a machine needs to be replaced the City/County Purchasing Department will negotiate with the Contractor to arrive at the depreciated value of the replacement unit.
- 8.3 Contractor shall ensure that all equipment and/or supplies will be delivered to the sites in accordance to the dates furnished by the designated program administrator.
- 8.4 Contractor shall provide and pay for all material, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assemble plus inspection before, during and after installation of all items specified herein.
- 8.5 Contractor shall be responsible for all materials shipped prior to and during installation until acceptance is given in writing by the Owners.
- 8.5.1 All risk of loss or expense associated with storing materials prior to the date of acceptance by the Owners is the responsibility of the Contractor.
- 8.6 The Contractor is responsible for any damage to the premises of any Owner site as a result of the installation and shall repair and restore to the original condition any area so damaged within the time frame designated by the Owner.
- 8.7 Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish, tools, installation equipment, machinery and surplus materials during the work process and through completion thereof.
- 8.8 The Contractor shall remove all crates, wrappings and other flammable waste material or trash from the building.
- 8.8.1 If Owners' premises are not maintained properly, the Owners may have any accumulations of non-recyclable waste material or trash removed with all costs incurred charged to the Contractor.
- 8.9 Upon request from Owner, the Contractor shall remove and properly dispose of old/obsolete replaced equipment owned by Owners.

- 8.10 It will be the responsibility of the Contractor to have qualified, trained sales/service personnel to provide support/technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc.
- 8.10.1 It is the Owner's desire for the provider to have a local dispatch center (within 60 miles of Lincoln) to initialize service response.
- 8.10.2 At least eighty percent (80%) of provider's service staff shall be certified by the manufacturer on all digital photocopy equipment offered to the Owner's on this program.
- 8.10.2.1 Proof of certification will be required upon award of contract to successful proposer.
- 8.10.3 At least two (2) of provider's service staff shall be certified by manufacturer to support network printing issues.
- 8.10.3.1 Proof of certification will be required upon award of contract to successful proposer.
- 8.11 Contractor must also have access to manufacture's technical resources for problems that are beyond the ability of the Contractor's personnel. Such assistance shall be available at no cost and within a reasonable period of time as determined by the Owners.

## **9. CONTRACTOR REPORTS**

- 9.1 Monthly reports shall be provided by the Contractor including current months usage by the Owner assigned PIN number by machine, consolidated (for all machines) PIN number usage per month and cumulative usage by PIN number and/or departmental cost object number.
- 9.2 The Contractor will be required to furnish quarterly reports not later than thirty (30) days after the end of each quarter. Examples of such reports, with information for each equipment, are as follows:
- 9.2.1 Make and model, agency, and location all installed equipment,
- 9.2.2 Monthly meter readings and volume of copies produced by machine by PIN number,
- 9.2.3 Total billing for all copier services provided by PIN number with subtotals and a grand total of all copies billed during this period.
- 9.2.4 Average monthly usage by machine for the contract period to date.
- 9.2.5 Number of service calls per month/per unit
- 9.2.6 Average response time to service calls
- 9.2.7 Average downtime per service call
- 9.2.8 Details of major service problems and service reports must be provide upon request.

9.3 Contractor shall review the copier volume categories and make recommendations based on the over usage/under usage of the machines to the designated Owner program manager.

9.3.1 The Owner reserves the right to accept, delay or reject the Contractors recommendation.

10. **SITE MANAGER** - Contractor shall designate a Site Manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the Owners.

10.1 This site manager shall act as a single point of contact for the Owners and shall be authorized to resolve all service, administrative, billing, training and customer service, and performance issues.

10.2 The Owners' reserve the right to effect a change in representatives for the positions outlined if service is unsatisfactory.

## 11. **TRAINING**

11.1 The Contractor must provide as part of the agreement, an Operator Training Program for the key operators and an operations demonstration for the casual users at each site of placement. All training shall be scheduled at mutually agreeable times for the initial installation and as needed thereafter.

11.2 Key operators shall be trained in the removal of simple mis-feeds, the addition of supplies and toner, and the cleaning guidelines required of the specific machines.

11.3 Each key operator must be instructed in the routine necessary to schedule service and be provided with a list of phone numbers to call and people to reach for both routine maintenance and in emergency situations.

## 12. **IMPLEMENTATION**

12.1 Proposers shall include with their response a brief summary of their implementation plan if awarded this project. Implementation plan shall include the following:

12.1.1 A ninety (90) day implementation plan indicating how the copiers will be sized, staged and placed into service.

12.1.2 The Owners desire a program “roll-out” where the successful provider and the City/County Purchasing Division shall work together to provide a program over-view and equipment demonstration prior to program implementation (suggestions and details shall be provided with your offer).

12.1.3 Include any value added offers for training service and/or support with your offer.

### **13. TECHNICAL SERVICE/MAINTENANCE REQUIREMENTS**

13.1 The Contractor shall provide a dedicated, equipment certified, full-time (Monday through Friday, 8:00 a.m. to 5:00 p.m.) service technician or technicians as may be required at peak activity periods.

13.1.1 The technician(s) will be certified by the equipment manufacturer on the equipment installed.

13.1.2 Copies of technician’s certification(s) will be requested during the contract period. The Owners’ reserve the right to effect a change in representatives for the positions outlined if service is unsatisfactory.

13.2 The owner desires ongoing preventative maintenance of all copier and related equipment placed on the program and will expect the following minimum standards (see “Section 2 - Equipment Specifications”, “Equipment Categories”):

13.2.1 Categories 1 (0 - 5,000 c.p.mo.): At least one (1) preventative maintenance visit per month to each unit placed.

13.2.2 Categories 2 & 3 (5,000 - 30,000 c.p.mo.): At least one (1) preventative maintenance visit per week.

13.2.3 Categories 4 & 5 (30,000 - 70,000 c.p.mo.): At least two (2) preventative maintenance visits per week.

13.2.4 Categories 6 & 7 (70,000 and up): At least three (3) preventative maintenance visits per week.

13.3 Due to security factors, secured locations and other continuity issues, the Owners reserve the right to request that the Contractor not rotate several technicians in and out of the Owners premises.

13.4 All service calls will be logged and reported to the designated program administrator on a monthly basis (including the time of call and response time offered by the technician).

13.4.1 The maximum service response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to effect all of the necessary repairs. That response time shall not exceed four (4) hours from the time that the Department place the call to the repair office.

13.5 The vendor shall be responsible for taking meter readings each month, at each copier site.

13.5.1 The Owner shall be given a copy of these readings along with detailed service reports on each copier placed, on a monthly basis as stated in "Contractor Reports", to aid in monitoring copier performance.

14. **PARTS AND SUPPLIES** - Maintenance and service shall consist of all operating parts and supplies (including drums, roller, circuitboards, etc.) necessary to maintain copy machines.

14.1 It is the Owner's desire for the provider to have a local supply and parts distribution warehouse (within 60 miles of Lincoln) to facilitate quick response to our needs.

15. **SUPPLY AND PAPER REQUIREMENTS** - The Contractor shall be required to provide all supplies necessary to operate the copiers (i.e. all toner, developer, fuser oil, staples, etc. with the only exception to this being paper -- paper will be provided by the Owners).

15.1 Proposed equipment must produce legible, clean copies from recycled paper stock. The determination of copy legibility will be made solely by the Owners.

15.2 Contractor shall be responsible for the distribution of supplies (as previously defined) to each copier location to insure adequate amounts of supplies are always on hand for individual locations.

16. **DELIVERY OF EQUIPMENT**

16.1 An equipment delivery schedule shall be arranged with the Owners to ensure an efficient implementation of initial photocopiers. The installation shall be completed in accordance with established guidelines as mutually agreed herein.

16.2 The transition between old equipment removal and new equipment installation must be completed with a minimum of disruption to the Owners' users.

16.3 Should award of this project be to a new provider (not our existing contractor), it is understood both firms shall coordinate in the removal, installation and/or phase-in, phase-out period.

16.3.1 **The implementation period for the proposed contract, whether for a new provider or our existing provider, shall not exceed ninety (90) calendar days.**

17. **BILLING** - One monthly invoice shall be submitted to the Owners for payment.

17.1 The invoice shall reflect the number of copies at the base rate and the number of copies made.

17.1.1 Contractor shall submit with the invoice an itemized report showing, at minimum, the location of each machine, the ID number, the number of copies run by PIN number on each machine during the billing period, the consolidation by PIN number of all monthly copies and the ending monthly meter reading for each machine. (pin or cost object code)

18. **NO THIRD (3rd) PARTY FINANCING** - The Owners **will not** entertain third (3rd) party financing for any or part of the proposed equipment.

18.1 This means that the Contractor and/or its Principal must provide the financing.

18.2 The Owners will submit purchase orders/contracts directly to the Contractor and all applicable invoice payments will be made directly to the Contractor.

19. **ACCEPTANCE AFTER INSTALLATION**

19.1 Each copier and accessory shall be subject to an acceptance test, and shall be deemed to have passed such acceptance test, if and when, after installation of the equipment at the Owners' premises:

19.1.1 The successful Contractor(s) or its authorized representative(s) has executed diagnostic routines on the equipment and certifies to the Owner that the equipment is ready for use by the Owner;

19.1.2 For a period of ten (10) consecutive business days, each containing at least seven (7) hours of operational use time, the equipment has maintained an effective level of performance of at least 95%; and

19.1.3 The successful Supplier(s) has executed on the equipment such series of tasks and verification procedures as the Owner may require to enable the Owner to determine that the equipment performs in accordance with the Owners' requirements and the manufacturer's specifications.

## **20. GUARANTEE**

20.1 If any copier, or accessory, does not operate within these specifications or has an unusual amount of down time, the contractor shall replace it, without cost to the Owners, with an identical model or one with comparable features and capabilities.

20.2 If a copier requires in shop repair, a loaner copier will be provided at no additional cost to the Owners.

# SECTION 2 - EQUIPMENT SPECIFICATIONS

## FOR COST-PER-COPY SERVICES

### 1. GENERAL

- 1.1 All digital equipment placed shall be new or not more than one (1) year old with fifty percent (50%) or less of one (1) year's annual recommended maximum volume logged on the machine meter and be in current production, with placement at volumes consistent with the Owner's recommendations as stated herein.
- 1.2 Equipment shall contain no used parts (except as indicated in section 1.4), and have not been in use for more than one (1) year prior to installation.
  - 1.2.1 All copier models proposed must have a commonly published introduction date to the American market **no earlier than January 1, 1998** and shall be in current production as of the start date of the contract.
  - 1.2.2 For purposes of this proposal, "current production" shall mean that the copier model is being manufactured as new equipment.
- 1.3 Any equipment **not meeting** these requirements must be submitted and clearly identified as an alternate proposal.
  - 1.3.1 The Owners reserve the right to accept or reject any or all proposals, including alternate proposals, or parts thereof.
  - 1.3.2 The Owners also reserve the right to approve or reject any article proposed which contains major or minor variations from specification requirements, but which may comply substantially therein.
- 1.4 In situations where the placement generates less than 1,000 copies per month, the contractor may be allowed to place a re-manufactured or refurbished machine.
  - 1.4.1 All re-manufactured and/or refurbished equipment must be approved in writing by the Purchasing Agent prior to placement within the City/County.

### 2. REQUIREMENTS

- 2.1 It is imperative that all copiers produce clear, clean copies on a routine basis.
  - 2.1.1 It is also important that the equipment be "user friendly" with an uncomplicated keyboard and the ability to have minor paper jams easily cleared by the everyday user.

- 2.2 **ATTACHMENT 1** contains a listing of the copiers currently in use including average monthly volume and annual totals for a two year period by Owners on our present Cost-Per-Copy Management Program.
- 2.3 It is the Owner's intent to have a cost-per-copy agreement for an initial estimated quantity of copiers to adequately provide for our existing program needs. Should our needs change the Owners reserve the right to order quantities different from those specified in the proposal.

### 3. **MINIMUM COPIER SPECIFICATIONS**

- 3.1 The equipment proposed by the Contractor must meet or exceed each of the following specifications and requirements. All copiers must:
- be plain paper
  - have fixed platens
  - be equipped to handle 5 1/2 x 8 1/2" through 11 x 17" capabilities
  - have reduction and enlargement features
  - have manual and selectable automatic exposure settings
  - be manufactured of environmentally safe components
  - be either console models or desk-top models equipped with cabinets
  - have a total copy count meter which is clearly visible to Owner's Personnel
  - all common paper sizes shall count and bill as a single copy
  - have the ability to accept multiple programmable PIN account numbers, to assist the Owner in billing individual departments/division/agency on a monthly cost-per-copy basis
  - all copiers to operate on standard voltage with no special or dedicated lines
  - minimum print resolution of 600 x 600 dpi if connected

**Contractor must note any exceptions to the above**

### 4. **EQUIPMENT CATEGORIES/PROPOSED EQUIPMENT**

- 4.1 The Owners have established the following categories to cover its requirements. These categories reflect the desired multi-functional digital equipment by monthly volume.
- 4.2 Speeds can vary by up to 10% over/under (+/-) based on manufacturers standard products. Any variance outside of this parameter must be stated as an exception to these specifications.
- 4.3 It is Owners desire to offer the equipment listed as stand-alone copiers and/or as multi-functional machines to meet a variety of office needs, including at a minimum connection to Owners' computer network(s) as printing devices.

The categories and any additional requirements are as follows (see feature key below):

**Category 1:**

Speed: 15 pages per minute (p.p.m.)  
Average Volume: 0-5,000 copies per month (c.p.mo.)  
Required Features: A

**Category 2:**

Speed: 22 p.p.m. (equipment requiring ADF)  
Average Volume: 5,000 to 15,000 c.p.mo.  
Required Features: A, B, E

**Category 3:**

Speed: 30 p.p.m.  
Average Volume: 15,000 to 30,000 c.p.mo.  
Required Features: A, B, C, E

**Category 4:**

Speed: 45 p.p.m.  
Average Volume: 30,000 to 50,000 c.p.mo.  
Required Features: B, C, E

**Category 5:**

Speed: 55 p.p.m.  
Average Volume: 50,000 to 70,000 c.p.mo.  
Required Features: B, C, D, E

**Category 6:**

Speed: 65 p.p.m.  
Average Volume: 70,000 to 100,000 c.p.mo.  
Required Features: B, C, D, E

**Category 7:**

Speed: 75 p.p.m.  
Average Volume: 100,000 plus c.p.mo.  
Required Features: B, C, D, E

**FEATURE KEY:**

- A. Levels 1 thru 3 must support optional fax capabilities
- B. Levels 2 thru 7 must include duplexing and electronic sorting
- C. Levels 3 thru 7 must include stapling function (staples supplies by Contractor)
- D. Levels 5 thru 7 must support thru put from 5-1/2 x 8-1/2 thru 11 x 17 paper, with heavy stock up to 110 lb. index
- E. Levels 2 thru 7 must be able to connect to Owner's network as printer/copier with print server/controller manufactured by OEM

## **5. DIGITAL CONNECTED COPIER REQUIREMENTS**

- 5.1 Network capability and network ports are required features for most photocopiers for certain locations. Units thus equipped must be capable of integrating with network operating systems which include, but are not limited to: Windows NT/2000 and Novell running TCP/IP Line Printer Daemon (LPD) on a 10/100 UTP.
- 5.2 The Owners expect the digital photocopier/printer/scanner/fax solution(s) to be transparent and fully integrated with any current networked infrastructure protocol at the Owners' sites.
  - 5.2.1 All print server controllers must be manufactured by the original equipment manufacturer (OEM) for the purpose of connecting copiers to networks as print devices.
- 5.3 Only digital photocopiers with printer, scanner, and fax modules as requested will be considered to accommodate the needs of the new cost-per-copy rental agreement.

## **6. SCAN TO EMAIL FEATURE**

- 6.1 Owners are interested in a scan to email feature for most copy solutions. While this is not a requirement, it is a desired feature and may receive consideration in the award analysis.

## **7. VALUE ADDED EQUIPMENT**

- 7.1 Any value added offers for equipment, features and/or support will be considered as a component in the offers received, and as such, may receive consideration in the award analysis.
- 7.2 An example of desired equipment is color copy solutions. These may be also offered in a two (2) tier price structure (as standard stand alone and as connected to Owner's network).

Proposer Name: \_\_\_\_\_

## SEALED RFP SPECIFICATION NO. 02-146

Proposal OPENING TIME: 12:00 NOON

DATE: Wednesday, August 21, 2002

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the proposal request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, Contract Documents and other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### PRICE SCHEDULE:

## COST-PER-COPY PRICE (RFP) OFFER

Prices listed shall be for all machines placed in categories 1 - 7 as described herein.

### BASE COPY OFFER:

Cost-per-copy Offer: \$ \_\_\_\_\_ /copy for digital - standard copy  
Cost-per-copy Offer: \$ \_\_\_\_\_ /copy for digital - connected to Owner network

**VOLUME INCENTIVE:** If our combined cumulative monthly volume exceeds \_\_\_\_\_  
(Level provided by Proposer) the cost-per-copy shall be as follows:

Standard Digital Copies: \$ \_\_\_\_\_ /copy  
Connected to Network: \$ \_\_\_\_\_ /copy

**ADDED VALUE OFFERS** (i.e., color copies, faxes, etc): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Attach any alternate price proposals or enhancement to your "Price Schedule")

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### PHOTOCOPIER EQUIPMENT OFFER

**Category 1:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**0-5M /mo.** First Copy Speed: \_\_\_\_\_ seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 2:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**5-15M/mo.** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 3:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**15-30M/mo.** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 4:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**30-50M/mo.** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 5:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**50-70M/mo.** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 5:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**70-100M/mo** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

\_\_\_\_\_  
\_\_\_\_\_

**Category 6:** Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ C.P.M.: \_\_\_\_\_  
**100M + /mo** First Copy Speed: \_\_\_\_\_seconds Amp Rating: \_\_\_\_\_

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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**Additional Equipment/Price Offers:**

To be completed by Proposer, only if additional equipment is offered from the listed categories and specifications (i.e., color copiers, fax machines, etc.).

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**NOTE:** Provide (10) copies product literature on all machines proposed for the categories listed on this request.

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**NOTE: RETURN 10 COMPLETE COPIES OF YOUR PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:  
SEALED RFP FOR SPEC. NO. 02-146**

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The undersigned signatory of the proposer represents and warrants that he/she has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE ZIP CODE**

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**(Title)**

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**TELEPHONE NO. FAX NO.**

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**(Date)**

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**E-MAIL ADDRESS**

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**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

Only the names of the firms responding to the RFP will be read aloud at the date and time listed. All other information will remain confidential during the analysis process. Only the successful proposer's offer will become a matter of public record after the contract award recommendation is public.

# PROPOSER QUESTIONNAIRE

This questionnaire shall be completed and submitted along with (10 complete sets) of the following information:

- A. Your Price Proposal (pages 1-3)
- B. Letter from equipment manufacturer
- C. Letter detailing service personnel certification/s
- D. Letter detailing a 90 day implementation plan if successful
- E. Product literature on all equipment offered
- F. Any confidential, separately bound, information

*Fill in the blanks, attach additional pages if necessary. Reference each attachment by number and elaborate or expand as desired.*

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1. **SITE MANAGER:** List your designated Site Manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the Owners:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

2. **SERVICE DISPATCH SYSTEM:** List the location of your dispatch center and contact person who will provide service response to equipment on the program:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

- 2.1 Are at least eighty percent (80%) of your service staff certified by the manufacturer on all digital photocopy equipment offered to the Owner's on this program?

\_\_\_\_ YES      \_\_\_\_ NO, Comments: \_\_\_\_\_  
\_\_\_\_\_

- 2.2 Are at least two (2) of provider's service staff certified by manufacturer to support network printing issues?

\_\_\_\_ YES      \_\_\_\_ NO, Comments: \_\_\_\_\_  
\_\_\_\_\_

**Provide details of service qualifications - proof of certifications required if awarded the contract**

3. SUPPLY AND PARTS WAREHOUSE: List the location of your supply and parts distribution warehouse (if more than one is available) indicate what types of supplies and parts, including and details pertinent to our project. Also list your warehouse manager:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_  
ITEMS AT THIS LOCATION: \_\_\_\_\_

4. BILLING / ACCOUNTING CONTACT: List your designated Billing Contact who will be assigned the responsibility for billing and any other reporting/accounting functions:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

5. PREVENTATIVE MAINTENANCE: The owner desires ongoing preventative maintenance of all copier and related equipment placed on the program and will expect the following minimum standards:
- 5.1 Categories 1 (0 - 5,000 c.p.mo.): At least one (1) preventative maintenance visit to each unit placed.
  - 5.2 Categories 2 & 3 (5,000 - 30,000 c.p.mo.): At least one (1) preventative maintenance visit per week.
  - 5.3 Categories 4 & 5 (30,000 - 70,000 c.p.mo.): At least two (2) preventative maintenance visits per week.
  - 5.4 Categories 6 & 7 (70,000 and up): At least three (3) preventative maintenance visits per week.

Does your offer include the required preventative maintenance listed? \_\_\_\_ YES \_\_\_\_ NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

6. MAINTENANCE / RESPONSE:

6.1 How many copiers can one technician adequately service per day and month? \_\_\_\_ Day, \_\_\_\_ Mo.

6.2 If awarded this entire contract, how many full-time qualified service technicians (or hours per week) would you dedicate to this account during a normal work week? \_\_\_\_\_  
\_\_\_\_\_

6.3 What response time do you propose to provide (assuming normal business hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday), from the time a call is placed to your service dispatch contact? \_\_\_\_\_  
\_\_\_\_\_

6.4 If awarded this contract, how would your firm handle occasional service on weekends and holidays between the hours of 9:00 a.m. and 5:00 p.m. (the owners do have some 24/7 operations)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **REFERENCES:** Provide references for three **cost-per-copy programs** that you have successfully implemented. The owners would prefer to have references for large quantity (50 copiers or more), multi-location programs:

7.1 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_

7.2 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_

7.3 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_

8. **CONTRACT NOT RENEWED:** List at least two (2) references for firms which have chosen NOT to renew an existing contract with your company including the reason for non-renewal (i.e., price, service no longer needed, company moved , etc.). The owners would prefer to have references for large quantity, multi-location programs:

8.1 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_  
REASON: \_\_\_\_\_

8.2 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_  
REASON: \_\_\_\_\_

9. **CORPORATE BACKGROUND:**

- 9.1 Is your firm the sole distributor /provider (provide clarification if you are proposing a group and/or multiple corporation / provider arrangement) of the equipment and services as requested in the specifications?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.2 List the Operating and/or registered name of the Company if different than the name of the company on the signature block of this offer:

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9.3 List head office address, if different than the address listed on the signature block of this offer:

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9.4 Provide a brief history of the company:

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9.5 Provide an organization chart indicating individuals or positions and management structure:  
(This may be provided on a separate sheet labeled "Organizational Chart".)

10. CLAIMS AND DISPUTES: Proposer shall disclose, in writing, any and all claims or disputes resulting in fines, penalties, or censure from any governmental entity (if additional space is needed to explain attach a sheet on your firm's letter head with additional information):

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11. PROBLEM SOLVING: Describe the manner in which your firm proposes to arbitrate disputes over pricing and contract terms (once the program has been established):

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12. **ACCESSORIES:** It is possible that the Owners may require additional accessories on select copiers, which may not be included in the specifications of this proposal. Proposers are requested to provide the availability and costs of accessories not included in the Proposers Base Cost-Per-Copy (does not include the connectivity devices listed on the bidding schedule):

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13. **MAILING LISTS:** The selling of any mailing list containing names of owner's departments, divisions, agencies, or employees address and/or phone/fax/email is prohibited. Mailing of promotional items/materials may only be permitted with prior written approval of the City/County Purchasing Division.

Indicate if this condition is agreeable: \_\_\_\_\_ YES \_\_\_\_\_ NO

COMMENTS: \_\_\_\_\_

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\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**(Print Name)**

Other information and/or Value added offers may be listed here, or on separate attached sheets.

# COST-PER-COPY AVG. MONTHLY USEAGE REPORT

ATTACHMENT #1

Copier Number	Konica Model #	End User Name	Location of Machine	Total Avg. Mo. Usage Sept.1, 2000 thru Aug. 31, 2001	Total Annual Usage Sept.1, 2000 thru Aug. 31, 2001	Total Avg. Mo. Usage Sept. 1, 2001 thru May 31, 2002	Total 9 Mo. Usage Sept.1, 2001 thru May 31, 2002
70031	4345	Health	3040 "N" Street, Rm.8 - Basement	15,875	190,496	13,009	117,077
70032	3135	City Attorney	575 So. 10th St., Rm.4201	12,933	155,192	8,277	74,494
70033	3135	Co. Board of Commissioners	575 So. 10th St., Rm.110	11,984	143,813	14,782	133,035
70034	2125	County Court - Civil	575 So. 10th St., 2nd Fl.	5,057	60,684	5,618	50,558
70035	2203	Library - Walt Branch	6701 So. 14th St.	710	8,525	1,755	5,265
70036	2125	P.W. - Utilities	901 N. 6th St.	9,879	118,553	9,387	84,482
70037	2125	Co. Treasurer - Driver's License Test	500 W. "O" St.	795	9,535	1,010	9,091
70038	1290RE	Health - Nursing	3140 "N" Street, Rm.8 - Basement	2,440	29,280	2,094	18,848
70039	2125	Health - Animal Control	3140 "N" Street, Rm.8 - Basement	8,833	105,994	7,759	69,834
70040	1290RE	Health - Reception Area	3140 "N" Street, Rm.8 - Basement	3,302	39,621	3,081	27,731
70041	1015	Co. Corrections	4420 N.W. 41st St.	1,026	12,314	508	4,568
70042	1120	Co. Corrections	605 So. 10th St., 2nd Fl. (Jail)	2,088	25,054	2,532	22,789
70044	3135	Co. Treasurer - Dept. of Motor Vehicle	625 N. 46th St.	4,923	59,077	5,777	51,994
70045	2125	Comm. on Human Rights	440 So. 8th St., Ste.101	12,109	145,306	6,232	56,087
70046	1290RE	Aging	129 N. 10th St., Rm.415	1,262	15,149	1,642	14,778
70047	2125	Clerk of District Court - #3	575 So. 10th St., Rm. 3601	4,336	52,035	3,406	30,653
70048	1290RE	P.W. - Wastewater N.E.	7000 N. 70th St.	228	2,740	635	5,719
70049	2125	Risk Management	233 So. 10th St.	9,624	115,492	4,836	43,524
70052	1112	Records & Information	440 So. 8th St., Ste. 110	314	3,767	1,178	10,606
70053	1120	Library - Bennett Martin	136 So. 14th St., Heritage Room	546	6,554	309	2,779
70054	1015	Public Bldg. Commiss. - Asbestos	129 N. 10th St., Basement	352	4,228	233	2,101
70055	4345	Police Dept.	575 So. 10th St., 1st Fl.	13,525	162,295	11,053	99,479
70056	1803	Public Bldg. Commiss - Property Mgr	920 "O" St., Ste. 203	3,035	36,416	4,173	37,553
70057	1015	Probation - Intesive Supervisory (ISP)	2202 So. 11th St., Rm.214	2,212	26,548	1,662	14,962
70059	7050	Planning Dept.	555 So. 10th St., 2nd Fl.	44,779	537,353	36,580	329,220
70060	1120	Co. Election Office	601 No. 46th St.	13,329	159,949	10,999	98,995
70061	1120	Community Mental Health	2039 "Q" St., Rm. 202B	4,533	54,395	3,975	35,773
70062	3135	Personnel	555 So. 10th St., Rm.112	20,101	241,209	16,002	144,019
70063	2125	Noxious Weed Control	444 Cherry Creek Rd., Bldg. B	1,638	19,661	4,537	40,832
70064	1290RE	Aging - Handyvan	2202 So. 11th St., Rm. 219	634	7,608	636	5,725
70067	3035	Parks & Recreation	3001 So. 9th St.	5,926	71,106	4,618	41,560
70068	1290RE	Aging - NE Senior Center	6310 Platte Ave.	490	5,874	773	6,956
70069	3135	Pershing Auditorium	226 Centennial Mall South	8,891	106,693	6,451	58,061
70070	1290RE	P.W. - Landfill - Bluff Road	6001 Bluff Rd.	1,443	17,311	2,419	21,767
70071	1290	Co. Engineer - Shop	444 Cherrycreek Rd., Bldg. B	1,217	14,606	1,217	10,957
70072	1112	Co. Sheriff	575 So. 10th St., 1st Fl.	1,387	16,641	1,303	11,726
70073	3135	Co. Sheriff	575 So. 10th St., Rm. 1501	8,265	99,178	9,422	84,794
70074	2130	Information Services	233 So. 10th St., 2nd Fl.	5,111	61,328	6,818	61,359

# COST-PER-COPY AVG. MONTHLY USEAGE REPORT

Copier Number	Konica Model #	End User Name	Location of Machine	Total Avg. Mo. Usage Sept.1, 2000 thru Aug. 31, 2001	Total Annual Usage Sept.1, 2000 thru Aug. 31, 2001	Total Avg. Mo. Usage Sept. 1, 2001 thru May 31, 2002	Total 9 Mo. Usage Sept.1, 2001 thru May 31, 2002
70075	1212	Police Garage	635 "J" St.	627	7,525	1,242	11,182
70076	1120	Women's Commission	440 So. 8th St., Ste. 100	3,793	45,512	2,228	20,055
70077	2125	Police Dept. - Chief's Office	575 So. 10th St., 1st Fl.	7,471	89,656	8,840	79,563
70078	2125	Police Dept. - Criminal Investigations	575 So. 10th St., 1st Fl.	13,491	161,894	9,236	83,121
70079	5370	Police Dept. - Records	575 So. 10th St., 1st Fl.	41,093	493,118	44,639	401,755
70081	1112	Veteran's Service Center	129 N. 10th St., Rm.119	1,316	15,789	7,882	70,940
70082	2125	County Court	575 So. 10th St., 2nd Fl.	3,531	42,373	2,542	22,877
70083	1120	Communications - Radio Shop	2540 Fair Street	1,934	23,208	973	8,756
70084	1120	Register of Deeds	555 So. 10th St.	4,593	55,121	4,663	41,971
70085	2125	Probation - Juvenile	575 So. 10th St., 2nd Fl.	8,333	99,996	8,304	74,740
70086	1015	Aging - Lincoln Area Agency on	129 N. 10th St., Rm. 243	3,001	36,014	1,671	15,038
70087	1290RE	P.W. - Landfill - 48th St.	5101 N. 48th St.	382	4,579	693	6,233
70088	1212	Aging - Downtown Sr. Center	1005 "O" St., 2nd Floor	2,251	27,016	2,174	19,568
70089	3135	Building & Safety	555 So. 10th St., Rm. 103	11,125	133,501	10,519	94,674
70090	2125	Personnel	555 So. 10th St., Rm. 201	8,264	99,171	5,650	50,848
70091	2125	Families First & Foremost	315 So. 9th St., Ste. 200	9,031	108,367	9,767	87,899
70092	2125	Urban Development	129 N. 10th St., Rm. 110	925	11,100	356	3,201
70093	3135	Co. Treasurer	555 So. 10th St., Rm. 101	4,202	50,424	4,287	38,585
70094	2125	Library - Eisley Branch	1530 Superior St.	10,816	129,786	2,208	6,625
70095	1015	Co. Attorney	129 N. 10th St., Rm. 203	3,564	42,764	1,922	17,299
70096	3135	Co. Attorney	129 N. 10th St., Rm. 203	8,696	104,350	8,942	80,480
70097	2125	Aging - Lincoln Area Agency on	129 N. 10th St., Rm. 430	10,339	124,064	8,361	75,251
70098	2125	City Finance	555 So. 10th St., 1st Fl.	5,273	63,280	5,029	45,259
70101	2125	County Extension Service	444 Cherrycreek Rd.	6,067	72,804	4,839	43,554
70102	1120	Public Defender	555 So. 10th St., Rm. 202	1,420	4,261	2,462	22,160
70104	1112	Parks & Recreation - Nature Center	3201 So. Coddington	1,339	16,072	1,317	11,853
70105	2330	Co. Engineer	444 Cherrycreek Rd.	8,647	103,768	9,440	84,962
70106	1015	Clerk of District Court - #7	575 So. 10th St., Rm. 3651	3,721	44,648	3,609	32,477
70107	1212	Community Mental Health	2200 St. Mary's Ave., Reception Ar	1,593	19,121	1,109	9,985
70108	1015	Community Mental Health	3830 Adams St.	1,838	22,055	1,642	14,776
70109	1015	Community Mental Health	2200 St. Mary's Ave., 2nd Fl.	5,464	65,573	4,543	40,885
70110	3340	City Finance	555 So. 10th St.	12,642	151,698	9,943	89,491
70111	1112	P.W. - Landfill - Maint. Shop	5101 N. 48th St.	215	2,582	183	1,644
70112	1112	Aging - Lincoln Area Agency on	1005 "O" St., 3rd Floor	964	11,570	1,160	10,438
70114	3340	Co. Corrections	4420 N.W. 41st St.	16,229	194,747	2,123	19,108
70115	3340	Community Mental Health	2200 St. Mary's Ave.	20,891	250,687	16,039	144,347
70116	1212	Fire Dept. - Sta. #13	1700 So. Coddington	480	5,758	233	2,100
70117	3035	County Court	575 So. 10th St., 2nd Floor	8,007	96,089	8,120	73,081
70118	2125	Police Dept. - Service Desk	575 So. 10th St.	16,923	203,077	15,769	141,921

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70119	2028	P.W. - Water - Ashland	401 Highway 6	3,150	37,804	2,870	25,828
70120	1112	Co. Clerk	555 So. 10th St., 1st Fl.	1,133	13,597	465	4,183
70123	3135	Mayor's Office	555 So. 10th St., Rm. 208	8,011	96,130	8,551	76,959
70124	2130	City Council	555 So. 10th St., Rm. 111	8,354	100,244	7,749	69,743
70127	7050	StarTran	710 "J" St.	11,820	141,844	9,569	86,118
70269	2125	P.W. - Water - 27th St.	2021 N. 27th St.	8,635	103,618	7,831	70,479
70559	1290RE	Health - Consumer Services	3140 "N" Street, Rm.8 - Basement	2,170	26,045	1,982	17,838
70605	4145	P.W. - AMPCO Parking	317 So. 12th St.	13,057	156,679	2,077	18,695
70796	3135	Aging	129 N. 10th St., Rm. 404	10,340	124,075	9,196	82,761
71563	7060	Co. Attorney	575 So. 10th St.			29,927	89,782
72029	1015	Police Dept. - Records	575 So. 10th St., 1st Fl.	4,176	50,113	4,270	38,434
72273	1112	Community Mental Health	2200 St. Mary's Ave.	3,194	38,326	2,163	19,463
72396	1212	Juvenile Detention Center	1200 Radcliffe			1,697	5,092
72408	1112	Health - WIC Program	3140 "N" Street, Rm.8 - Basement	3,088	37,056	1,179	10,610
72413	2223	Co. Corrections	605 So. 10th St. - Dock			4,243	38,184
74010	1015	Urban Development - One Stop Solut	1010 "N" Street	2,752	33,027	3,495	31,459
74331	1112	Parks & Recreation - Woods Tennis C	401 So. 33rd St.	897	10,763	673	6,061
74485	2125	Police Dept.	1501 N. 27th St.	8,823	105,875	7,988	71,895
75005	2020	Library - Gere Branch	2400 So. 56th St.	1,711	20,532	1,175	10,579
75009	2125	Probation - County Court	605 So. 10th St.	7,853	94,235	8,062	72,556
75064	7040	Co. Clerk	555 So. 10th St.	16,450	16,450	17,050	153,448
75145	7050	Co. Corrections	605 So. 10th St.	9,475	113,697	13,423	120,808
75496	Hitachi DDC 62	Co. Assessor	555 So. 10th St., Rm. 103	11,581	138,972	9,981	89,831
75575	7033	Clerk of District Court	575 So. 10th St., Rm. 3601	15,535	77,673	18,376	165,385
75615	7033	Purchasing Dept.	440 So. 8th St., Ste. 200	12,615	151,385	12,620	113,581
75768	3340	Assessment Center for Youth	1200 Radcliffe Street			1,122	10,100
76166	2028	Probation - Adult - County Court	129 N. 10th St., Rm. 201	4,837	53,204	5,056	45,505
76471	3135	Clerk of District Court	575 So. 10th St. Break Room			364	3,276
77281	7040	Fire Dept. - Admin.	1801 "Q" St.	14,887	148,866	12,509	112,579
77423	1290	Co. Corrections - Nurses Sta.	605 So. 10th St.	1,060	2,119	433	3,898
77424	4345	County Court	555 So. 10th St.	15,657	187,879	17,002	153,016
77467	2130	Co. Attorney	575 So. 10th St., Rm. 4401	9,614	105,752	11,300	101,703
77507	7065	Clerk of District Court	575 So. 10th St., Rm. 3601	47,165	424,483	43,442	390,975
77522	2130	Emergency Management (Civil Defer	555 So. 10th St., Rm. 005	3,844	34,593	5,037	45,336
77572	7020	P.W./Utilities - Business Office	555 So. 10th St., Rm. 203	13,333	13,333	13,778	124,006
77612	2130	Health - Early Intervention	3140 "N" Street, Rm.8 - Basement	7,407	66,663	8,471	76,238
77637	1212	Library - Bennett Martin	136 So. 14th St.	639	2,555	721	6,488
77640	7033	Juvenile Detention Center	1200 Radcliff			30,720	215,042
77685	1112	Parks & Recreation - Playground & A	2010 Van Dorn St.			809	7,277

# COST-PER-COPY AVG. MONTHLY USEAGE REPORT

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78138	1112	Lancaster Manor - Food Services	1001 South St.			121	1,085
78244	7040	Probation - Juvenile Court	575 So. 10th St., Rm. 4301	764	4,585	30,738	276,641
78960	7060	Co. Attorney	575 So. 10th St.	30,725	122,901	31,859	223,016
79004	7150	Public Defender	555 So. 10th St., 1st Fl.			29,510	236,077
79479	7065	Health	3140 "N" Street, Rm.8 - Basement	81,432	81,432	71,245	641,205
79536	7060	Community Mental Health	2200 St. Mary's Ave.			40,876	81,751
79589	2330	Aging - Lincoln Area Agency on	1005 "O" St., 3rd Floor			13,519	108,152
79944	7020	P.W. - Wastewater Theresa St.	2400 Theresa St.			11,939	59,694
79996	7150	Probation - District Court	605 So. 10th St., Rm. 1163	30,003	150,017	37,650	338,846
80431	10200	City Attorney	575 So. 10th St.			12,640	50,559
		<b>TOTAL FOR ALL MACHINES:</b>		<b>941,808</b>	<b>9,261,220</b>	<b>1,068,832</b>	<b>8,840,690</b>

# **MASTER RENTAL AGREEMENT**

## **COST-PER-COPY PHOTOCOPIER SERVICES** **FOR THE CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA**

FOR THE PROVISIONS OF **Spec. #02-146, Cost-per-copy Master Lease of Photocopiers**

This Agreement is entered into by and between the City of Lincoln and Lancaster County, Nebraska, hereinafter referred to as "Owner" and **FIRM NAME/ADDRESS**, hereinafter referred to as "Contractor".

WHERE AS: It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County and the City of Lincoln,

WHERE AS: Where ever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing both entities, and

WHERE AS: This Agreement is entered into after a public letting for Request for Proposals (RFP) #02-146, opened August 21, 2002. The Contractor has submitted a proposal pursuant to the Owner's legal bidding requirements. The Owner has opened and examined all proposals and has determined that the Contractor's proposal was the most responsive, responsible offer for the services.

NOW THEREFORE: In consideration of the mutual covenants contained herein, the parties do agree as follows:

1. **PROVISION OF EQUIPMENT.** Contractor shall provide to the **designated Owner Departments/Divisions, seven (7) different categories of photocopy machines** (see Exhibit A - *Owner Sealed Request for Proposal No. 02-146* (attached hereto marked as "Exhibit - A) , "Volume Bands for Copiers" in accordance with and Contractor's proposal (attached hereto marked as Exhibit - B), associated exhibits through, and made a part hereof by reference. This Agreement, Exhibits and Attachments shall comprise the Contract.
2. **INSTALLATION.** Contractor shall install the equipment at City of Lincoln and/or County of Lancaster, Nebraska's designated locations upon request and mutual agreement, throughout the three (3) year term of the agreement. All installations shall be at no cost to the Owner. All equipment and accessories shall be coterminous (have the same duration with the same conclusion date) with the Master Rental Agreement. The Purchasing Agent shall be responsible for authorizing in writing all requested installations. Authorized installations shall be made within two (2) weeks or less, from the date the contractor received the written request for equipment.

3. **TERM.** The term of this agreement shall commence on about **January 1, 2003** and continue for a period of **36 months (or through December 31, 2005)**; provided, however, the Owner may terminate this agreement upon providing to the Contractor written notification of termination specifying that funds will not be appropriated for continued installation of the equipment.
- 3.1 Such notification must be sent to Contractor at least 30 days prior to the proposed date of termination.
- 3.2 Upon expiration of the term of this agreement Contractor shall remove the equipment from Owner property, along with any of Contractor's supplies, at no cost to the Owner.
- 3.3 Should the Owners initiate a new proposal process and the Contractor is not selected as the new provider, it is understood that the Contractor, at the Owner's request, shall work with the Owner's proposed new Contractor for a period of up to ninety (90) calendar days to provide for a smooth transition.
- 3.3.1 During any transition time, the Contractor shall receive only the cost-per-copy compensation as set forth herein.
- 3.3.2 As Contractor's equipment is removed (based on the transition plan) the Contractor shall take a final meter reading which shall be offered as the final billing.
4. **OPTION TO RENEW:** At the Owner's discretion and with *mutual consent from the Contractor*, the agreement may be extended beyond the initial period of thirty-six (36) consecutive months **for up to three (3) each, additional one (1) year terms**. Term of the extension period shall be substantially equivalent to the original term..
- 4.1 Owner's Agent shall notify the Contractor in writing of any/all intentions to extend the contract period at least thirty (30) days prior to expiration of the original contract term.
- 4.1.1 Contractor shall review the status of the contract agreement at the time of the renewal offer and respond in writing of their intent to renew or decline the Owner's offer.
- 4.1.2 Details of any/all renewals shall be negotiated by the Owner's Agent and may vary slightly from the original terms and conditions.
- 4.1.3 Owner's governing body shall approve all renewal terms and reserves the right to accept or reject any details negotiated for the renewal period(s).
5. **COMPENSATION:** The Owner shall pay to the Contractor based on the following rates:
- 5.1 \$\_\_\_\_\_ per copy for the first \_\_\_\_\_ aggregate total copies per 12 month period for all standard stand alone copiers;
- 5.2 \$\_\_\_\_\_ per copy for the first \_\_\_\_\_ aggregate total copies per 12 month period for all copiers connected to Owner's network;
- 5.3 For all Additional copies after \_\_\_\_\_ \$\_\_\_\_\_ per copy for all standard stand alone copiers; and
- 5.2 For all Additional copies after \_\_\_\_\_ \$\_\_\_\_\_ per copy for all copiers connected to Owner's network.
- Details as presented in Contractor's offer (Exhibit - B)**

All charges listed include all required service, maintenance, preventative maintenance, staples and supplies excluding only paper. Charges shall commence on the day following installation, and the monthly charge shall be billed in arrears. Contractor shall provide monthly statement of copies produced by PIN number along with a total of all copies produced.

6. TAXES. All taxes, including sales, use and property taxes, shall be paid by the Contractor and shall not be the responsibility of the Owner.
7. TITLE TO EQUIPMENT. Title to the equipment shall remain with the Contractors at all times and the Owner shall have no right, title, or interest therein except as expressly set forth in this Agreement.
  - 7.1 Risk of loss, except loss resulting from improper use by the Owner or its employees, shall be assumed by the Contractor.
8. ADDITIONAL EQUIPMENT OFFERED: The Contractor offers to the Owner in conjunction with this agreement the equipment listed at the prices denoted on Exhibits           through          , including: (details of offer shall be added)
9. OWNER'S RESPONSIBILITIES. The Owner agrees to:
  - 9.1 Prepare the installation site in accordance with Contractor's instructions;
  - 9.2 With Owner's approval, permit Contractor's field representative to enter its premises at all reasonable times to service the equipment;
  - 9.3 A designated key operator for training in the use of the equipment and, in the event of personnel turnover, notify Contractor immediately for training of a new key operator;
  - 9.4 Provide the field representative with access to a telephone;
  - 9.5 Allow the Contractor to obtain a meter reading in person, or by permitting Contractor to collect it remotely via an electronic device.
    - 9.5.1 Only actual meter reading volumes shall be billed, NO estimates and/or averages will be allowed.
  - 9.6 Pay invoices for copying charges within 30 days of their receipt by the Owner.
  - 9.7 Care for the equipment as specified in the operator instructions manual and as instructed by Contractor representatives.
  - 9.8 Upon expiration or termination of this agreement, permit Contractor to remove the equipment (as per a mutually agreeable transition plan) which shall be in good condition, normal wear and tear excluded.
  - 9.9 Be responsible for physical damage to the equipment caused by negligent or willful acts of the Owner or its employees.
10. ADD, DELETE & RELOCATION OF EQUIPMENT. City/County Purchasing Agent shall coordinate with the Contractor to determine quantity of copiers, their placement and movement, relocation, addition and deletion of copier equipment and supplies.
  - 10.1 Contractor must be notified 14 days prior to equipment addition, deletion or relocation.
  - 10.2 Relocation of equipment includes the movement of equipment to a different location at the same address (internal relocation) and the movement of equipment to a new address (standard relocation).
  - 10.3 The Owner *shall not be responsible for any additional charges related to any preparation of the equipment for the move, transportation, or the setup of the equipment related to authorized additions, deletions or relocation of equipment.*
11. SERVICING OF EQUIPMENT. Contractor warrants the equipment provided under this agreement will be maintained in proper functioning order during the term of this agreement. Contractor makes no other warranties, express or implied, or of merchantability for this equipment.
  - 11.1 If this equipment does not function properly during the contract term, it will be repaired or replaced without charge to the Owner.

- 11.2 Equipment which requires excessive service calls shall be replaced by the Contractor instead of being repaired, excessive being measured by the industry standard with input from Owner's Agent.
- 11.3 Normal maintenance services and repair without charge are Contractor's only obligations under this warranty.
  - 11.3.1 At its own cost and expense, Contractor will provide all necessary supplies (except paper).
- 11.4 Contractor will not be responsible for any consequential or incidental damages resulting from the rental, use, or improper functioning of the equipment.
- 11.5 During normal working hours, a customer equipment services representative of the Contractor will, at the Owner's request, provide equipment repair service on the Owner's premises.
  - 11.5.1 The request for repairs shall be responded to by the Contractor within four hours after request is made by the Owner.
  - 11.5.2 In addition, Contractor agrees to perform routine periodic equipment maintenance as deemed necessary by Contractor.
  - 11.5.3 For purposes of this agreement, normal working hours shall mean 7:30 a.m. to 5:00 p.m.. Some Owner offices may start work earlier or stay later than the working hours listed. It is understood that the Contractor's representative shall schedule working times so as to minimize disruption of the Owner's operations. No Owner employee shall be asked to work overtime to accommodate a service/repair request.
  - 11.5.4 The Owner agrees to make the equipment immediately available for the equipment service scheduled or requested.
- 11.6 In the event that any repair or servicing requires removal of the equipment from the Owner's premises for a period of more than 24 hours, Contractor agrees to provide, at no cost to the Owner, replacement equipment equal to or better than the equipment being provided under this agreement, to install the same, and to maintain the same, until such time as the equipment provided under this agreement is repaired or serviced and returned and installed.

## 12. DEFAULT.

- 12.1 If the Owner fails to pay any invoice within 60 days after receipt thereof or if the Owner fails to perform any of its other obligations under this agreement, or if the Owner attempts to remove or sell or transfer or encumber the equipment provided hereunder, the Contractor, in addition to any other remedies that may be legally available to it, at its option, may terminate this agreement and immediately repossess all items of equipment and Contractor owned supplies.
  - 12.1.1 On termination for Owner's default, the Owner shall permit the Contractor's representative to enter its premises to remove the equipment and shall pay all outstanding invoices for actual usage for the month during which termination occurred.
- 12.2 If the Contractor fails to perform its obligations under this agreement, the Owner may, in addition to any other remedies legally available to it, do the following:
  - 12.2.1 In the event that Contractor fails to properly service or maintain or repair the equipment, the Owner may obtain maintenance servicing or repairs from another *factory trained source* and deduct the cost thereof from future invoices (Contractor will be notified in advance of the outside arrangements); or

- 12.2.2 In the event that Contractor fails to provide additions, deletions or replacement equipment when required (*within the terms of the specification*), the Owner may obtain substantially equal equipment from another source and charge the Contractor the cost of obtaining such replacement equipment over and above the amount such copying services and equipment would have cost the Owner under this agreement if the Contractor had not defaulted (Contractor will be notified in advance of the arrangements); or
- 12.2.3 The Owner may, at its option, upon a pre-arranged date, not less than ninety (90) days from written notice to Contractor, terminate this agreement, in which event Contractor shall have a reasonable amount of time to remove its equipment and supplies from the premises of the Owner.
- 12.3 If a failure to perform is of a nature that it can be cured, a party shall not be deemed to be in default hereunder until written notice has been provided to the defaulting party specifying the alleged default and providing at least three working days after receipt of such written notice of default to cure the same, provided, however, that repeated failure on the part of the Contractor to provide repairs in a timely fashion or to provide supplies shall entitle the Owner to immediately terminate this agreement upon written notice to the Contractor advising it of such termination.
13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of or resulting from performance of this agreement, the results and any claims for damages whatsoever, including, without limitation, bodily injury, death, or any injury or destruction of tangible or intangible property including any loss of use resulting therefrom that is caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor.
- 13.1 This section shall not require Contractor to indemnify or hold harmless the Owner for any losses, claims, damages, or expenses arising out of or resulting from the sole negligence of the Owner.
14. FAIR EMPLOYMENT PRACTICES. In the performance of this agreement, the Contractor shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status, pursuant to the requirements of Chapter 11.08 of the Lincoln Municipal Code and Neb. Rev. Stat. § 48-1122 (reissue 1988).
15. INTEGRATION. This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement.
16. AMENDMENT. This agreement may be amended or modified only in writing signed by both the Owner and the Contractor.

17. NOTICES. Any notice required or permitted to be sent by this agreement shall be sent to the following individuals at the following addresses unless the part to whom notice is to be sent advises the other party of a change:

to the City of Lincoln:

"K" Street Complex (SW Wing)  
Attn: Purchasing Agent (Suite 200)  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508

to the Contractor:

Contractor Name  
Attn: Contact Person  
Address  
City/State/Zip

18. LEGAL COMPLIANCE. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
19. INDEPENDENT CONTRACTOR. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the Owner and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the Owner. For all purposes the Contractor shall be considered an independent Contractor.
20. INSURANCE. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for Owner Contracts (**Exhibit - C**)". The City of Lincoln and Lancaster County shall be named as additional insured with regard to the performance of the contract services.

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF the Owner and the Contractor have executed this agreement as of the day and year written herein.

**EXECUTION BY CITY OF LINCOLN, NEBRASKA**

Dated: \_\_\_\_\_

ATTEST: City of Lincoln, Nebraska

Approved by Executive or No. \_\_\_\_\_

\_\_\_\_\_  
City of Lincoln Clerk

\_\_\_\_\_  
Mayor

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Dated: \_\_\_\_\_

Approved As to Form:

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
County Board Chairperson

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

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**INSURANCE CLAUSE TO BE USED FOR "OWNER" CONTRACTS  
LANCASTER COUNTY, NEBRASKA AND THE CITY OF LINCOLN, NEBRASKA**

**HERE AND AFTER REFERRED TO AS "OWNERS"**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

**A. Worker's Compensation Insurance and Employer's Liability Insurance**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

**B. General Liability Insurance**

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate

B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Product Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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D. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

E. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, and **showing the Owners as additional insured**. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.